

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

RADLEY & CO LIMITED,

Plaintiff,

v.

EXPEDITORS INTERNATIONAL OF
WASHINGTON, INC.,

Defendant.

IN ADMIRALTY

NO. 24-1568

COMPLAINT

Plaintiff Radley & Co Limited (hereinafter “Radley”), for its Complaint against the above-named defendant alleges upon information and belief:

I. JURISDICTION AND VENUE

1.1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure.

1.2. Court has subject matter pursuant to 28 U.S.C. § 1333, because this action concerns the carriage of cargo by sea pursuant to bills of lading.

1.2. Venue is proper pursuant to 28 U.S.C. § 1391(b)(1), because defendant Expeditors International of Washington, Inc., resides in this district.

II. PARTIES

2.1. Plaintiff Radley was the owner of the cargo described herein. Radley is a corporation organized and existing under the laws of England, and its principal place of

business is Etheridge Avenue, Brinklow, Milton Keynes MK10 0BP, United Kingdom.

2.2. Defendant Expeditors International of Washington, Inc., (hereinafter “Expeditors”) is a corporation organized and existing under the laws of Washington, doing business in Washington as a common carrier of goods for hire by air, and has its principal place of business at 1015 Third Avenue, 12th Floor, Seattle, WA 98104.

III. FACTS

3.1. Radley and Expeditors entered into valid and enforceable agreements pursuant to which Expeditors agreed to receive shipments of leather goods, stuff the goods into containers, and transport the goods via land and ocean carriage from India to the United Kingdom.

3.2. On the following dates, Expeditors received from Radley shipments of leather goods (the “Cargo”), took possession of the Cargo, stuffed the Cargo into the referenced containers, issued the referenced bills of lading, and arranged for ocean carriage aboard the referenced vessels:

Vessel	B/L No.	B/L Date	Container No.
MSC SAVONA	62C0228532	25 July 2024	FFAU1986066
			MSDU7647679
			MSDU8599024
MSC SAVONA	62C0228539	25 July 2023	MSDU4005277
MSC UNITED	62C0229108	04 August 2023	MSMU6224133
VIII			MSMU6221035
MSC UNITED	62C0229131	02 August 2023	MSMU8821035
VIII			
MSC UNITED	62C0229154	02 August 2023	MSMU8821035
VIII			
MSC FLAVIA	62C0229217	04 August 2023	MSMU3980703

3.3. The Cargo was delivered to Expeditors and/or its employees, representatives, agents, affiliates or subcontractors in good order and undamaged condition.

3.4. The above-referenced waybills issued by Expeditors evidence both receipt of the Cargo in good order and undamaged condition and the contract of carriage between Radley and Expeditors.

1 3.5. The Cargo was subsequently carried by land and ocean carriage from India to
2 the United Kingdom.

3 3.6. When the Cargo arrived in the United Kingdom, it was no longer in good
4 order and undamaged condition. The Cargo had been damaged while in the care and custody
5 or constructive care and custody of Expeditors.

6 3.7. Expeditors breached its contract with Radley by failing to deliver the Cargo to
7 the United Kingdom in the same good order and undamaged condition in which it was
8 received by Expeditors.

9 3.8. As the direct and proximate result of the damage of the Cargo, Radley
10 sustained damages in amount to be proven at trial, currently believed to be \$708,569.50.

11 3.9. Expeditors is liable to Radley for breach of the contract between Expeditors
12 and Radley, and for the damage to the Cargo. Radley is entitled to recover from Expeditors
13 all damages incurred as the result of the damage of the Cargo.

14 **IV. PRAYER FOR RELIEF**

15 Plaintiff prays for judgment against defendant as follows:

- 16 1. For issuance of process in due form of law against defendants citing them
17 each to appear and answer;
- 18 2. For damages in an amount proven at trial.
- 19 3. For prejudgment and post-judgment interest in an amount allowed by law;
- 20 4. For attorneys' fees, costs and expenses of suit as allowable by law; and,
- 21 5. For such other relief as the Court may deem just and proper.

22 DATED this 30th day of September, 2024.

23 NICOLL BLACK & FEIG PLLC

24 /s/ Jeremy B. Jones

25 Jeremy B. Jones, WSBA No. 44138

26 *Attorneys for Plaintiff*